

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant PERTIERRA & TORO P.C.	2. Registration No. 5731						
3. Name of foreign principal Goverment of Venezuela	4. Principal address of foreign principal 1099 30th St., N.W., Washington D.C. 20007						
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify): _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____		<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group						
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____						

6. If the foreign principal is a foreign government, state:
- Branch or agency represented by the registrant.
The Embassy of the Bolivarian Republic of Venezuela
 - Name and title of official with whom registrant deals.
The Honorable Bernardo Alvarez. Ambassador.
7. If the foreign principal is a foreign political party, state:
- Principal address.
n/a
 - Name and title of official with whom registrant deals.
 - Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

n/a

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

Date of Exhibit A	Name and Title	Signature
2/8/06	Jose' Perttierra, Esq.	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant PERTIERRA & TORO, P.C.	2. Registration No. 5731
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3. Name of Foreign Principal

The Government of Venezuela

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

I am retained as an attorney to represent Venezuela's interest concerning the extradition of Luis Posada Carriles from the United States to stand trial for 73 counts of first degree murder in Caracas. We entered into the agreement before the creation of Pertierra & Toro, P.C. I was then functioning as The Law Office of Jose Pertierra, although the Law Office was not incorporated.

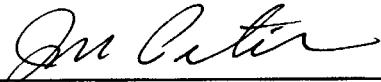
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Aside from legal research and advice, as well as the preparation of pleadings and other memoranda, I will be speaking to the media as well to members of Congress concerning Venezuela.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

There may be occasions, when the situation warrants it, when I will need to educate the American people about the legal and political posture of this case. On those occasions, I will use the media or public forums to address the American people.

Date of Exhibit B	Name and Title	Signature
2/2/06	Jose Perterra	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF AGREEMENT

ESTABLISHES THE RELATIONSHIP BETWEEN THE LAW OFFICE OF JOSE PERTIERRA AND THE EMBASSY OF THE BOLIVARIAN REPUBLIC OF VENEZUELA IN THE UNITED STATES

Between the Embassy of the Bolivarian Republic of Venezuela in the United States of America, set up and addressed in Washington, 1099 30th Street, NW, Washington, DC 20007, an agency dependent of the Ministerio de Relaciones Exteriores, located on the corner of Esquinas de Conde and Carmelitas, Torre MRE, Caracas 1010, Venezuela; from this moment to denominate EMBAVENEZ, represented in this proceeding by Dr. Bernardo Alvarez Herrera, Ambassador Extraordinary and Plenipotentiary, appointed published in the Gaceta Oficial of the Bolivarian Republic of Venezuela N° 37.580 on November 28, 2002, on one side, and on the other, The Law Office of José Perttierra, represented in this act by Dr. José Perttierra, established and addressed in Washington, 1010 Vermont Avenue, NW, N° 620, Washington, DC 20005, registered in the Department of Regulations and Consumers Affairs with ID N° 521583265 for federal tax purposes, represented in this proceeding by the partner of the firm, from now on to be called THE LAW OFFICE, have agreed to sign this Letter of Agreement of Counseling Services as indicated in the following points:

FIRST – PURPOSES OF THE LETTER OF AGREEMENT

The Law Office pledges to advise EMBAVENEZ, through the Counsel Dr. José Perttierra, on the immigration laws of the United States of America, in reference to the extradition cases requested by the Bolivarian Republic of Venezuela. These cases will be documented in writing and in meetings with the Ambassador. Besides, the Ambassador can request his advice in other matters, always within the judiciary parameters.

SECOND – AMOUNT OF THE AGREEMENT

EMBAVENEZ will pay THE LAW OFFICE for the services of legal counseling described before a total amount of twenty eight thousand dollars (US\$ 28.000.00), as follows:

- 1. TWENTY FIVE THOUSAND DOLLARS (US\$ 25.000.00) for the counseling to be carried out by the only representative of the firm, Dr. José Perttierra.**
- 2. THREE THOUSAND DOLLARS (US\$ 3.000.00) for expenses on the writing of documents, briefs, summaries, memorandum, telephone, transportation and the service of legal assistants who are not lawyers related to THE LAW OFFICE. Therefore, EMBAVENEZ will not repay THE LAW OFFICE for expenses not included in this Letter of Agreement.**

THIRD – PAYMENT

The payment will be in three installments, as follows:

First payment will be on June 30, 2005, for ELEVEN THOUSAND DOLLARS (US\$ 11.000.00) for counseling.

Second payment will be on July 30, 2005, for SEVEN THOUSAND DOLLARS (US\$ 7.000.00) for counseling and up to ONE THOUSAND FIVE HUNDRED DOLLARS (US\$ 1.500.00) for expenses related in an annex of the corresponding invoice.

Third payment will be on August 31, 2005, for SEVEN THOUSAND DOLLARS (US\$ 7.000.00) for counseling and up to ONE THOUSAND FIVE HUNDRED DOLLARS (US\$ 1.500.00) for expenses related in an annex of the corresponding invoice.

These payments will be cashed on delivery of the written documents of the given counseling, as it is establish on clause fourteenth of this document.

All the payments to be made by EMBAVENEZ will be by cashier check and delivered to an authorized representative, upon the presentation of the corresponding receipt, without prejudice that THE LAW OFFICE determine to write checks to make payments.

FOURTH – DURATION

The duration of this Letter of Agreement will be for three (3) months, to be counted from June 1, 2005, to August 31, 2005.

FIFTH – CHANGES IN THE COUNSELING SERVICE

THE LAW OFFICE can propose to EMBAVENEZ, in writing and during the time limit of the counseling service, any change, alteration, modification, addition or reduction considered necessary or desirable to add for the improvement of the quality, timing, efficiency or safety of the activities generated by this Letter of Agreement that could be useful for the counseling, and EMBAVENEZ, at its discretion, may approve or reject any change proposed by THE LAW OFFICE. Besides, THE LAW OFFICE would not make changes in the counseling without the authorization of EMBAVENEZ. In other case, EMBAVENEZ would not be responsible in any way for expenses and EMBAVENEZ would have the right to demand THE LAW OFFICE to redo and restore the counseling service to the original stipulation and the expenses would be on the account of THE LAW OFFICE.

SIXTH – STATEMENT OF THE COUNSEL

Without detriment of any other statement from THE LAW OFFICE that may be included in the Letter of Agreement, THE LAW OFFICE states the following:

- A. That knows the counseling service, as subject in the goal of this Letter of Agreement, and is capable to exercise it and has knowledge of all the matters that can influence the development of such a service.**
- B. That THE LAW OFFICE will do the counseling in the area stipulated in this Letter of Agreement, with the objective of**

getting a positive perception, using a variety of tactics and strategies to fulfill the goals of the contract and will execute the works needed for the execution of the counseling service, in order to comply with the objective planned.

- C. EMBAVENEZ is not responsible for any damage to THE LAW OFFICE not included in this Letter of Agreement, nor for any debt, complaint, lawsuit, expenses, judicial action or decision initiated that emanate from the competent jurisdictional organisms that could arise or be related to the execution of the counseling, neither in case of damages or losses of THE LAW OFFICE.**
- D. That THE LAW OFFICE is made up by independent professionals and its personnel has been hired by its own account. THE LAW OFFICE, as the employer, is the only responsible for the fulfillment of the obligations assumed with the personnel, by the virtue of the laws and regulations in his jurisdiction, the Social Security legislation, and any other law, regulation, decree, resolution or ordinance emanated by the competent authority and in virtue of the individual or collective contracts that he may have signed with his personnel and different services done as an independent firm.**

SEVENTH – DISCONTINUANCE OF THE SERVICE

EMBAVENEZ reserves the right to discontinue, in any moment, total or partial, the work related to the counseling subject to this Letter of Agreement. In that case, it will send a written communication with acknowledgment of receipt, making clear the temporary or total discontinuance, with fifteen (15) days of anticipation to the end of the contract, establishing the date of the suspension, the motives and the probable time. THE LAW OFFICE can exercise a similar action in the same way, that is, with fifteen (15) days of anticipation. EMBAVENEZ will pay the corresponding amount until the date where those fifteen days are completed.

EIGHTH – TERMINATION OF THE CONTRACT WITHOUT THE CONCLUSION OF THE SERVICE

A. BY THE WILL OF EMBAVENEZ

EMBAVENEZ could in any moment by written notice to its counterpart, put a total or partial end to this Letter of Agreement, without having any responsibility for the damages or losses caused by the termination or for loss of profits for the portion of the counseling service not given.

EMBAVENEZ would be responsible for the total payments to THE LAW OFFICE for the concept of the counseling service done to the satisfaction of EMBAVENEZ. Once finished the counseling service, EMBAVENEZ would not be obliged to cancel the services not received.

Next is a list of some of the causes imputable to THE LAW OFFICE for which EMBAVENEZ could put an end to this Letter of Agreement.

When THE LAW OFFICE commits frequent mistakes in the counseling, having been previously notified and not swiftly corrected.

- I. When THE LAW OFFICE fails to fulfill any other of its legal or contractual obligations.**
- II. When THE LAW OFFICE gives out sensible and secret information in documents, names, data, contacts, information of the Government of Venezuela, in his power, plus information related to the Embassy.**
- III. When the results obtained by THE LAW OFFICE do not comply with the content of the goal explained in the First Clause.**

B. BY CAUSES IMPUTABLE TO EMBAVENEZ

**THE LAW OFFICE could end this Letter of Agreement when
EMBAVENEZ has commanded the discontinuance of the
counseling service, in agreement with the previsions in this
Letter of Agreement, for other reason or accidental case or
unforeseen circumstances, as long as the counseling service, or
portions of the service suspended, are not resume within the
timing established by the parties.**

NINTH – CONFIDENTIALITY

**EMBAVENEZ and THE LAW OFFICE will keep in confidence any
information received from the other party, given by word or in writing,
and will not use it for any other mean not included in this Letter of
Agreement. This obligation will not apply to any confidential
information that:**

- 1. Is or becomes of public knowledge without THE LAW
OFFICE or EMBAVENEZ being responsible of the disclosure.**
- 2. EMBAVENEZ or THE LAW OFFICE could prove they had it
before this Letter of Agreement was put into force.**
- 3. Is disclosed to THE LAW OFFICE or EMBAVENEZ by a
third party with the right to do so and without any obligation
to EMBAVENEZ or to THE LAW OFFICE to keep the secret.**
- 4. Is asked for in writing by any governmental agency of
Venezuela, duly authorized to do so in agreement with the
applicable law.**

TENTH – NOTIFICATIONS

**Any communication under this Letter of Agreement will be done in
writing and any notice directed to EMBAVENEZ would be considered
valid when it is delivered by hand or by registered mail, fax or other
conventional method, indicating the name of the representative and the**

address of the office of EMBAVENEZ in charge of the administration of this Letter of Agreement. Likewise, any communication to THE LAW OFFICE would be considered valid when it is delivered by hand or by registered mail, fax or other conventional method to the address indicated in the contract. Any change in the postal address of any of the parties would not be considered valid if it has not been communicated beforehand in writing.

ELEVENTH – UNFORESEEN CIRCUMSTANCES

It is understood than none of the parties would be responsible for total or partial breach of the obligations in the contract if it is caused by unforeseen circumstances, accidental case or any other causes exonerating responsibilities.

TWELFTH – TAXES

THE LAW OFFICE will be responsible and in charge of all taxes, rates and other local, state and federal contributions imposed to the activities related to the counseling, in agreement with the tax law, regulations and other legal orders included in the Law of the country of origin of THE LAW OFFICE.

THIRTEENTH – TRANSFER OF CONTRACT, ARBITRATION

Neither of the two parties can transfer this contract totally or partially without written consent of the other party.

This Letter of Agreement contains the intention of the parties to resolve all the offenses and disputes in an amicable way by means of negotiation. The party that demands an offense will have to notify the other part in writing, explaining the details of the offense. Both parties will have to arrange conciliatory meetings, in a place by them selected, where to resolve the matter in good faith. If the parties do not succeed to resolve the offense in the arrange meetings within seven working days following the date of the written communication, or within the timeframe agreed, it would be decided by arbitration. Jointly named by the parties, the arbiter selected by each party should be notified to the

counterpart, giving the name and the exact information of his physical location. If an amicable agreement is not reached, after thirty working days, the case would be filed before a court in the United States, who would make the decision and each of the contending parties must pay the expenses and fees derived from the process in equal parts. The party that loses would be subject to the determination of the partition of the expenses established by the court. If the decision determines no loser, one hundred percent of the court fees would be distributed between the parties based in the percentage of guilt established by the court. The parties could substitute the arbiter if the results are late, by reason of death, sickness or resignation, always informing the counterpart in writing of the modifications in the selection of another arbiter. The counterpart has to accept also in writing.

FOURTEENTH – REPORT

THE LAW OFFICE by means of its representative for this Letter of Agreement has to show the documents arise from his work, summarizing what was done and the results reached during the time of execution of the counseling. The date for these three (3) reports should coincide with the dates for the payment of the services: June 30, 2005; July 30, 2005 and August 31, 2005.

This Letter of Agreement is extended in three (3) identical copies. The parties select Washington for the signing. On the first day of the month of June in the year two thousand and five.

**For EMBAVENEZ
Bernardo Alvarez Herrera
Ambassador**

**For THE LAW OFFICE
José Perttierra
Attorney**

I hereby certify that I am competent to translate from the Spanish to the English language and that the foregoing is a true and accurate translation of the attached document.

Maria Isabel Gonzalez Boehme

City / County of FAIRFAX
Commonwealth/State of VIRGINIA

The undersigned document was acknowledged
on 10th day of February,

2006 MARIA ISABEL GONZALEZ
Qualified Interpreter
My Public
My commission expires 4/31/09

CARTA CONVENIO

DEFINE LA RELACIÓN ENRE LA EMPRESA THE LAW OFFICE OF JOSE PERTIERRA Y LA EMBAJADA DE LA REPÚBLICA BOLIVARIANA VENEZUELA EN LOS EEUU.

Entre la Embajada de la República Bolivariana de Venezuela en los Estados Unidos de Norte América, constituida y domiciliada en la ciudad de Washington, 1099 30th NW, Washington DC 20007, órgano dependiente del Ministerio de Relaciones Exteriores, físicamente ubicado entre las Esquinas de Conde a Carmelitas, Torre MRE Caracas 1010 Venezuela; en lo adelante se denominará **EMBAVENEZ**, representada en este acto por el Dr. Bernardo Álvarez Herrera, Embajador Extraordinario y Plenipotenciaro, designación publicada mediante Gaceta Oficial de la República Bolivariana de Venezuela No. 37.580 con fecha Noviembre 28 de 2002 representación por una parte y por la otra **The Law Office of José Perttierra**, representada en este acto por el Dr. José Perttierra, constituida y domiciliada en la ciudad de Washington DC, Distrito Columbia, 1010 Vermont Avenue, NW, # 620, WDC – 20005, inscrita por ante el Departamento de Asuntos de Regulaciones a Consumidores, con el Número de Identificación Patronal 521583265 para Impuestos Federales, representada en este acto por el socio de la firma, en lo adelante denominada **THE LAW OFFICE**, se ha convenido en celebrar la siguiente Carta Convenio de servicios de asesorías con el alcance descrito tanto en los puntos siguientes:

PRIMERA - OBJETO DE LA CARTA CONVENIO:

THE LAW OFFICE se compromete a prestar a EMBAVENEZ, a través del Asesor Dr. José Perttierra, asesorías en materia de las leyes de inmigración de los Estados Unidos de Norteamérica, en referencia a los casos de extradición solicitados por la República Bolivariana de Venezuela. Estos casos se documentarán en escritos y reuniones con el Señor Embajador. De igual forma, el Embajador podrá requerir asesoría en otros aspectos, siempre dentro del esquema jurídico.

SEGUNDA: MONTO DEL CONVENIO

EMBAVENEZ pagará a THE LAW OFFICE por los servicios arriba descritos, una contraprestación total por servicios de Asesoría legal, de Dólares estadounidenses **VEINTIOCHO MIL EXACTOS (US\$ 28.000,00)**, correspondientes a:



1. Dólares VEINTICINCO MIL (US\$ 25.000,00), por las tareas de asesorías, realizadas por el único representante de la firma el Dr. José Pertierra.
2. Dólares americanos TRES MIL (US\$ 3.000,00) por concepto de Gastos Indirectos: redacción de diversos documentos, escritos, resúmenes, memorando, teléfonos, traslados y servicios de asistentes legales que no sean abogados relacionados con THE LAW OFFICE. Así mismo, EMBAVENEZ no reembolsará a THE LAW OFFICE otros gastos no contenidos en esta Carta Convenio.

TERCERA: FORMA DE PAGO

Se ejecutarán tres pagos, a saber:

Primer pago se ejecutará el día 30 de Junio del 2005, por un monto de Dólares Americanos de **ONCE MIL exactos (US\$ 11.000,00)**, por concepto de asesorías.

Segundo pago se ejecutará el día 30 de Julio del 2005, por un monto de Dólares Americanos de SIETE MIL exactos (US\$ 7.000,00), por concepto de asesorías y hasta Dólares Americanos MIL QUINIENTOS exactos (1.500,00) por gastos indirectos relacionados en un anexo de la factura correspondiente.

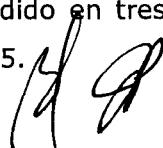
Tercer pago se ejecutará el día 31 de Agosto del 2005, por un monto de Dólares Americanos de SIETE MIL exactos (US\$ 7.000,00), por concepto de asesorías y hasta Dólares Americanos MIL exactos (1.500,00) por gastos indirectos relacionados en un anexo de la factura correspondiente.

Estos pagos estarán condicionados a la entrega del documento escrito de la asesoría ejecutada, tal como se establece en la cláusula Décimo Cuarta de este documento.

Todos los pagos efectuados por EMBAVENEZ, se harán mediante cheque bancario, y entregado a un representante debidamente autorizado para recibirlo, y previa presentación del comprobante de cobro correspondiente, sin perjuicio de que THE LAW OFFICE, acuerde emitir cheques para hacer sus pagos.

CUARTA: DURACIÓN

El término de duración de la presente carta convenio será comprendido en tres (3) meses, contados desde el 01 de Junio de 2005, hasta el 31 de Agosto del 2005.



QUINTA: CAMBIOS EN EL SERVICIO DE ASESORÍA.

THE LAW OFFICE podrá proponer a EMBAVENEZ, por escrito y durante la ejecución de la asesoría, cualquier cambio, alteración, modificación, adición o reducción que considere necesarios o deseables incorporar para mejorar la calidad, plazo de ejecución, eficiencia o seguridad de las actividades generadas por esta carta convenio, y que sea beneficiosos para la asesorías, y EMBAVENEZ, a su discreción, aprobará o rechazará cualquier cambio propuesto por THE LAW OFFICE. Así mismo, THE LAW OFFICE no llevará a cabo cambios en la asesoría, sin la autorización de EMBAVENEZ. Si lo hiciere, EMBAVENEZ no será responsable en ninguna forma por los costos o gastos que incurra y EMBAVENEZ tendrá derecho a exigirle a THE LAW OFFICE que vuelva a hacer y restituya el servicio de Asesorías a su condición original y serán por cuenta de THE LAW OFFICE los gastos y costos correspondientes.

SEXTA: DECLARACIONES DE LA ASESORA

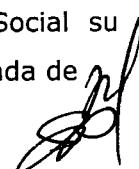
Sin perjuicio de cualesquiera otras declaraciones de parte de LAW OFFICE que puedan estar incluidas en la Carta Convenio, THE LAW OFFICE declara expresamente lo siguiente:

A - Que conoce la naturaleza del servicio de asesorías, contenido en el Objetivo de esta Carta Convenio, y está capacitada para ejecutar la misma y tiene conocimiento de todo lo que puede influir en el desarrollo de tal servicio de asesoría.

B - Que THE LAW OFFICE llevará a cabo las asesorías en el área definida en esta Carta Convenio, con el fin de lograr una percepción positiva, utilizando diversas tácticas y estrategias, para el logro de los fines del contrato y ejecutará las obras necesarias para la ejecución del servicio de asesoría, de manera tal que pueda cumplirse con el objetivo planteado.

C - EMBAVENEZ no se responsabiliza por cualquier daño sufrido por THE LAW OFFICE y que no esté contenido en esta Carta Convenio, ni por cualquier deuda, reclamación, litigios, pagos, acción judicial o decisión incoada emanada de Organismos jurisdiccionales competentes, que surjan de, o tengan relación con la ejecución de la asesoría, ni tampoco con ocasión de daños o pérdidas de bienes de THE LAW OFFICE.

D - Que THE LAW OFFICE está integrado por profesionales independientes y su personal es contratado por su exclusiva cuenta. THE LAW OFFICE es únicamente responsable del cumplimiento de las obligaciones que asume para con su personal como patrono, en virtud de la Leyes y Reglamentos de su jurisdicción, la Leyes que sobre la Seguridad Social su Reglamento, y cualquier otra ley, reglamento, decreto, resolución u ordenanza emanada de



autoridad competente y en virtud de los contratos individuales o colectivos que haya celebrado con su personal y diversos servicios que como Firma independiente deba contraer.

SÉPTIMA: SUSPENSIÓN DEL SERVICIO

EMBAVENEZ se reserva el derecho de suspender, en cualquier momento, total o parcial, las labores relacionadas con la asesoría objeto de esta Carta Convenio. A tal efecto, se procederá a remitir comunicación escrita con acuse de recibo, donde conste la suspensión temporal o total, ello con quince (15) días de antelación a la culminación del contrato, la cual deberá indicar la fecha de la suspensión, las causas que la motivan y el tiempo probable de la misma. Asimismo THE LAW OFFICE podrá ejercer función similar bajo la misma forma, es decir con quince (15) días de antelación. EMBAVENEZ pagará el monto correspondiente hasta la fecha en que se cumplan los quince días aquí descritos.

OCTAVA: TERMINACIÓN DEL CONTRATO SIN CONCLUSIÓN DEL SERVICIO.

A - POR VOLUNTAD DE EMBAVENEZ

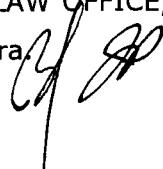
EMBAVENEZ, podrá en cualquier momento mediante aviso escrito a la contraparte, dar por terminado esta Carta Convenio, total o parcialmente, sin que EMBAVENEZ tenga responsabilidad ante THE LAW OFFICE por los daños y perjuicios que esto pudiera alegar por causa de dicha terminación, ni por concepto de lucro cesante con respecto a la porción del servicio de asesorías no ejecutada.

EMBAVENEZ será responsable por la totalidad de los pagos adeudados a THE LAW OFFICE por concepto del servicio de asesoría, ejecutados a satisfacción de EMBAVENEZ. Una vez concluido el servicio de asesorías, EMBAVENEZ no estará obligado a cancelar a THE LAW OFFICE los servicios no recibidos.

A continuación se mencionan, a título enunciativo, algunas de las causas imputables a THE LAW OFFICE por las cuales EMBAVENEZ podrá dar por terminado esta Carta Convenio.

Cuando incurra frecuentemente en errores o defectos en la Asesoría, previamente notificados a THE LAW OFFICE y no corregidos diligentemente.

- I. Cuando THE LAW OFFICE incumpla cualesquiera otras de sus obligaciones contractuales o legales.
- II. Cuando THE LAW OFFICE suministre información delicada y secreta en documentos, nombres, datos, contactos, informaciones del gobierno de Venezuela, en su poder, además de información relacionada con la Embajada.
- III. Cuando los resultados obtenidos por THE LAW OFFICE, no se ajustan a los contenidos en el objetivo descrito en la Cláusula Primera.



B - POR CAUSAS IMPUTABLES A EMBAVENEZ

THE LAW OFFICE podrá dar por terminado esta Carta Convenio, cuando la suspensión del Servicio de Asesoría haya sido ordenada por EMBAVENEZ, de acuerdo con las previsiones de esta Carta Convenio, por razones distintas o caso fortuito o fuerza mayor, siempre y cuando el Servicio de Asesoría, o porciones de la misma así suspendidas, no se reanuden dentro del plazo que se establezca entre las partes.

NOVENA: CONFIDENCIALIDAD

EMBAVENEZ y THE LAW OFFICE mantendrán en confidencia, cualquier información recibida de la otra parte que se identifique como tal, ya sea que esta haya sido revelada verbalmente o por escrito, y no la utilización para ningún fin que no sea de los contemplados bajo esta Carta Convenio. Dicha obligación no será aplicable a cualquier información confidencial que:

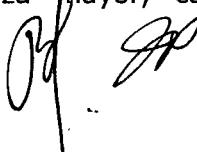
1. Sea o llegare a ser del conocimiento público, sin que THE LAW OFFICE o EMBAVENEZ sean responsables de su divulgación.
2. EMBAVENEZ o THE LAW OFFICE puedan demostrar que ya poseían antes de la entrada en vigencia de esta Carta Convenio.
3. Fuere divulgado a THE LAW OFFICE o EMBAVENEZ por una tercera persona que tenga el derecho de hacerlo sin obligación de guardar secreto hacia EMBAVENEZ o THE LAW OFFICE.
4. Sea expresamente solicitada por escrito de algún organismo gubernamental de Venezuela, debidamente autorizado para hacerlo, de acuerdo con la ley aplicable.

DECIMA: NOTIFICACIONES.

Toda comunicación bajo esta Carta Convenio, será hecha por escrito y cualquier aviso dirigido a EMBAVENEZ, será tenido como válido si es entregado personalmente o por correo certificado, fax símil u otro medio convencional, indicándose el nombre del representante y la dirección de la oficina de EMBAVENEZ encargada de la administración de esta Carta Convenio. De la misma manera, cualquier aviso a THE LAW OFFICE, será considerado como validamente si es entregado personalmente o por correo certificado, fax símil u otro medio convencional a la dirección designada en el contrato. Ningún cambio en la dirección postal de partes, será considerado válido a menos que sea participado previamente a la otra por escrito.

DECIMA PRIMERA: FUERZA MAYOR

Queda entendido que ninguna de las partes será responsable por el incumplimiento total o parcial de las obligaciones derivadas del mismo, si tal incumplimiento tuviere causa una situación de fuerza mayor, caso fortuito, o cualesquiera otras causas eximentes de responsabilidades.



DECIMA SEGUNDA: IMPUESTOS

THE LAW OFFICE será responsable y sufragará todos los impuestos, tasas y otras contribuciones nacionales, estatales y municipales que graven las actividades propias de sus asesorías, conforme a la ley impositiva de impuestos, reglamentos y otras disposiciones legales, contenidas en las Leyes del país origen de THE LAW OFFICE.

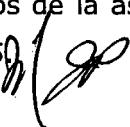
DECIMO TERCERA: CESION DEL CONTRATO. ARBITRAJE

Ninguna de las partes podrá ceder total o parcialmente el presente contrato sin la autorización escrita de la otra parte.

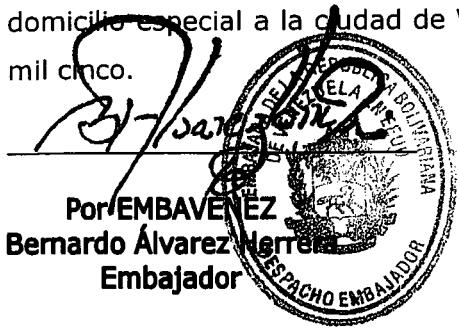
Esta Carta Convenio contiene la intención de las partes de resolver todos los agravios y disputas de una manera amigable mediante la negociación. La parte que reclame un agravio deberá notificarlo a la otra parte por escrito, exponiendo los detalles del agravio, ambas partes deberán convenir reuniones de conciliación, en un lugar seleccionado por ellas, en la cual se deberá resolver el asunto de buena fe. Si las partes no logran resolver el agravio en las reuniones concertadas para ello dentro de los siete días hábiles siguientes a la fecha de la comunicación escrita, o dentro de un plazo mutuamente convenido, será decidida por un arbitraje, designado por las partes en forma conjunta, los árbitros seleccionados por cada una las partes, deberán ser notificado a la contraparte, indicándose tanto el nombre con los datos exactos de ubicación física. Si no se llegase a un acuerdo amistoso, pasados los treinta días hábiles, el caso será elevado a un tribunal en los EEUU, quien tomará la decisión y cada uno de los arbitrantes tendrá que sufragar los gastos y honorarios ocasionados en el proceso de arbitraje y por partes iguales. La parte perdedora estará sujeta a la determinación de la división de los costos establecidos por el Tribunal. Si el resuelto no es de ningún perdedor, el cien por ciento de los gastos de tribunales serán distribuidos entre las partes de acuerdo al porcentaje de culpabilidad establecido por el tribunal de arbitraje. Las partes podrán sustituir el árbitro si los resultados son obtenidos con retardos, por razón de muerte, enfermedad o renuncia, siempre deberá informarle a la contraparte por escrito las modificaciones en la selección de otro árbitro, la contraparte deberá aceptarlo, igualmente mediante comunicación escrita.

DECIMO CUARTA: INFORME DE GESTIÓN:

THE LAW OFFICE a través de su representado para los fines de esta Carta Convenio, deberá presentar los documentos originados por su gestión, en el cual se deberá resumir las actuaciones y resultados obtenidos alcanzados en el tiempo de ejecución de la asesoría. La fecha de estos tres (3) reportes coincidirán con las fechas de pagos de la asesoría, es decir: 30 de Junio del 2005, 30 de Julio del 2005 y 31 de Agosto del 2005.



Esta Carta Convenio se extiende en tres (2) ejemplares idénticos. Las partes eligen como domicilio especial a la ciudad de Washington para su firma, Primero de mes de Junio del Dos mil cinco.



Por EMBAVENEZ
Bernardo Álvarez Herrera
Embajador

A handwritten signature in black ink, appearing to read "José Perttierra".

Por The Law Office
José Perttierra
Abogado

Carta Convenio EMBAVENEZ-THE LAW OFFICE Junio 1º 2005